

**SUBORDINATION AGREEMENT
(DEED OF TRUST)**

This Subordination Agreement ("Agreement") is entered into by National City Bank, for itself and/or its successors and assigns ("Subordinating Beneficiary"), and National City Mortgage, a division of National City Bank ("New Lender") on July 29, 2009.

RECITALS

WHEREAS, Misty M Carson and Michael L Carson Wife and Husband ("Borrower") executed a certain deed of trust dated 1/22/2007, in favor of National City Bank or its predecessor-in-interest identified above, which deed of trust was duly recorded on 2/5/2007, Record No. 2655 on Page 431, in the Desoto County Recorder's Office, State of Mississippi ("Existing Deed of Trust"), with respect to the property ("Property"), described in Exhibit A (attached hereto and incorporated herein), the address and permanent parcel number for which are:

3260 Dean Rd, Nesbit, MS 38651

WHEREAS, the New Lender desires to make a loan in the amount of \$237,650.00 (the "New Loan") to be secured by a deed of trust on the Property (the "New Deed of Trust"), which New Deed of Trust is dated 6-25-09

Recorded 7-7-2009 BK 3054 Pg 114

WHEREAS, in order to make the New Loan, New Lender has requested subordination of the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, and Subordinating Beneficiary is hereby willing to subordinate the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, to the extent of the New Loan, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises, Subordinating Beneficiary and New Lender agree as follows:

1. The lien of the Existing Deed of Trust is hereby subordinated and postponed in priority to the lien of the New Deed of Trust, in the same manner and with like effect as though the New Deed of Trust had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Deed of Trust. Notwithstanding the foregoing, the subordination, as described herein, does not extend to (i) any future advance clause contained in the New Deed of Trust; (ii) any future advance of funds to Borrower by New Lender except for advances under the New Deed of Trust for foreclosure costs and advances for taxes and insurance premiums; or (iii) any debt or obligation of Borrower to New Lender other than the New Loan.
2. The subordination, as described herein, is expressly subject to the valid creation, grant, attachment and perfection of the lien of the New Deed of Trust, and nothing contained herein shall be construed to alter or release indebtedness due and owing to the Subordinating Beneficiary under any obligations secured by the Existing Deed of Trust, and Subordinating Beneficiary specifically reserves and retains all right, title and interest that it holds pursuant to the Existing Deed of Trust, including, without limitation, any right to declare a default, accelerate, and exercise any remedies (including the right to foreclosure); and
3. The terms of the New Loan shall not be modified without the prior written consent of Subordinating Beneficiary. Any modification of the New Loan without the prior written consent of Subordinating Beneficiary shall render this Agreement null and void and of no further force and effect.

AKSP

NATIONAL CITY BANK

By: [Signature]
Name: Catherine Thompson
Title: Assistant Vice President

Signed and Acknowledged in the Presence of:

[Signature]
Kourtney Stafford, witness
[Signature]
Robert Mattaline, witness

STATE OF OHIO

County of Cuyahoga

} SS

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of July, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

[Signature]

Notary Public: Dena DiPalma
My Commission Expires: May 24, 2012
County Of Residence: Cuyahoga



Dena DiPalma
Notary Public, State of Ohio
My Commission Exp
5/24/12

This instrument prepared by Kourtney Stafford, National City Bank

Please return to:

NATIONAL CITY BANK
Lending Services
ATTN: Kourtney Stafford
6750 Miller Road, Loc 01-7116
Brecksville OH 44141

National Link
4000 Industrial Blvd
Alliquippa, PA 15001
③ RA628

Exhibit "A"

Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF DE SOTO, STATE OF MISSISSIPPI, BEING KNOWN AND DESIGNATED AS LOT 12, FIRST REVISION, DEAN HEIGHTS, LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DE SOTO COUNTY MISSISSIPPI, AS RECORDED IN PLAT BOOK 87, PAGE 25-26, IN THE OFFICE OF THE CHANCERY CLERK OF DE SOTO COUNTY, MISSISSIPPI.

Tax ID: 2088280200001200